

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON – PORTLAND DIVISION

DANIEL MILLS, an individual

Plaintiff,

vs.

STILLWATER PROPERTY & CASUALTY
INSURANCE COMPANY, a foreign corporation,

Defendant.

No.

**DEFENDANT STILLWATER
PROPERTY & CASUALTY
INSURANCE COMPANY’S
NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C. §
1441(a)**

TO: The Clerk of the United States District Court for the District of Oregon – Portland Division.

AND TO: Plaintiff, Daniel Mills, and his counsel of record, Andrew C. Lauersdorf.

Please take notice that Defendant STILLWATER PROPERTY & CASUALTY INSURANCE COMPANY (hereinafter “Stillwater”), hereby removes to this Court the action as described below:

I. THE SUBJECT ACTION

On September 22, 2015, Plaintiff filed a Complaint against Stillwater as a Defendant in the Multnomah County Circuit Court of the State of Oregon under Cause No. 15-CV-25206,

alleging damages stemming from a denial of insurance benefits under an insurance policy issued to Plaintiff. A true and correct copy of the Complaint is attached hereto as **Exhibit 1**. This action is based on an insurance coverage dispute. Plaintiff alleges contractual rights and rights in tort against Stillwater based on claims for coverage relating to events that transpired on December 1, 2014 in Multnomah County, Oregon.

The Complaint alleges that the Plaintiff is an individual residing in Oregon, and that the property insured by the insurance policy issued to Plaintiff is located in the State of Oregon. **Ex. 1 ¶ 1.**

The Complaint further alleges that Defendant Stillwater Property & Casualty Insurance Company is a corporation domiciled in the State of Florida. **Ex. 1 ¶ 2.**

The Complaint in-turn claims that Stillwater is authorized to conduct business in the State of Oregon, and regularly conducts business in Multnomah County, Oregon. **Ex. 1 ¶ 2.**

II. DIVERSITY OF CITIZENSHIP

In his Complaint, Plaintiff identifies himself as “a resident of Oregon and owner of real and personal property located at 7916 N Clarendon Avenue, Portland Oregon” for purposes of diversity under 28 U.S.C. § 1332. **Ex. 1 ¶ 1.**

Stillwater Property & Casualty Insurance Company organized under the laws of the State of New York and with a principal place of business in the State of Florida. For purposes of diversity under 28 U.S.C. § 1332, Stillwater is both a citizen of the State of New York and the State of Florida.

\\

\\

\\

III. AMOUNT IN CONTROVERSY

Plaintiff alleges in his Complaint that “on Plaintiff’s first claim for relief, [he claims] damages in an amount not less than \$79,480” as a result of the alleged breach of contract by Stillwater. **Ex. 1 ¶ 17.1.**

Plaintiff has also asserted a claim for negligence (e.g. breach of the implied covenant of good faith and fair dealing). **Ex. 1 ¶ 14.** In regard to the negligence claim, Plaintiff alleges that he is entitled to additional damages in an amount not less than \$79,480. **Ex. 1 ¶¶ 10, 16.**

Plaintiff further alleges that he is entitled to an unspecified amount of attorney fees. **Ex. 1 ¶ 17.3.** Consequently, based upon Plaintiff’s Complaint, Plaintiff seeks recovery in excess of \$75,000. **Ex. 1.**

The jurisdictional minimum may be satisfied by claims of general and specific damages, attorneys’ fees, and punitive damages. *Kroske v. US Bank Corp.*, 432 f.3d 976, 980 (9th Cir. 2005); *Gibson v. Chrysler Corp.*, 267 F.3d 927, 946 (9th Cir. 2001); *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-1156 (9th Cir. 1998).

All damages claimed by Plaintiff are in controversy in this action based upon existing insurance coverage issues.

Based on the claims for damages set forth above, the amount in controversy clearly exceeds the \$75,000.00 jurisdictional threshold.

IV. JURISDICTION

For purposes of determining jurisdiction under 28 U.S.C. § 1332, Stillwater is a citizen of the State of Florida. Plaintiff is a citizen of the State of Oregon. As a result, diversity is complete.

The amount in controversy exceeds \$75,000.00 excluding interest and costs.

This Court, therefore, has original jurisdiction over this controversy under 28 U.S.C. § 1332 and 28 U.S.C. § 1441.

V. TIMELINESS

Plaintiff filed the original Summons and Complaint on September 22, 2015. CT Corporation System accepted service on September 29, 2015, on behalf of Defendant Stillwater Property & Casualty Insurance Company. Defendant filed this Notice of Removal on October 20th, 2015. Accordingly, Defendant is entitled to remove this action and this Notice of Removal is timely pursuant to and in accordance with 28 U.S.C. § 1446.

VI. COPIES OF PROCESS, PLEADINGS, ORDERS, AND MOTIONS IN STATE COURT PROCEEDINGS

In accordance with 28 U.S.C. § 1446, attached to this notice as **Exhibits 1** through **4** are true and correct copies of the pleadings and documents in the Circuit Court of the State of Oregon docket as of the date of this filing. These documents are:

Exhibit 1: Plaintiff's Complaint Action on an Insurance Policy (ORS 742.061).

Exhibit 2: Summons

Exhibit 3: Proof of Service

Exhibit 4: Defendant's Notice of Removal

DATED this 20th day of October, 2015.

/s/ Thomas Lether

Thomas Lether, OSB #101708
1848 Westlake Ave N., Suite 100
Seattle, WA 98109
Telephone: (206) 467-5444
Facsimile: (206) 467-5544
tlether@letherlaw.com

Attorneys for Defendant Stillwater Property & Casualty Insurance Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the State of Oregon that, on this date, I caused to be served in the manner noted below, a true and correct copy of the foregoing on the parties mentioned below as indicated below:

Andrew C. Lauersdorf
1111 E. Burnside St., Suite 300
Portland, Oregon 97214
T: 503.245.1535
F: 503.245.1417
acl@coveragelit.com

☒ **ECF** ☒ **Via Email** ☐ **US Mail** ☐ **Legal Messenger**

DATED this 20th day of October, 2015.

/s/ Andrei Teretchenko
Andrei Teretchenko, Paralegal